

# Orange Tree Estate Homes Lease Application Package

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**PLEASE NOTE:**

***EACH DOCUMENT REQUIRES THE SIGNATURE OF THE HOMEOWNER AS LISTED ON ORANGE COUNTY FLORIDA PROPERTY APPRAISER RECORDS, WITH MATCH TO HOMEOWNER NOTED ON ASSOCIATION DOCUMENTS, PLUS EACH TENANT TO RESIDE AT THE PROPERTY.***

***LEASE APPLICATION REVIEW REQUIRES COMPLETE PACKAGE SUBMITTAL. NO LEASE CAN BEGIN AND NO COMMUNITY ACCESS WILL BE PROVIDED PRIOR TO ASSOCIATION APPROVAL OF LEASE.***

Orange Tree Estate Homes (Section One), Inc.

ADOPTED BY 11/08/2023 BY THE ORANGE TREE ESTATE HOMES BOARD OF DIRECTORS

# *Orange Tree Estate Homes (Section One)*

## **LEASE POLICIES & PROCEDURES**

Adopted by the *Orange Tree Estate Homes (Section One) Association Board of Directors* on November 8, 2023

The Declaration of Covenants, Conditions, Restrictions (CC&Rs) of the Orange Tree Estate Homes (Section One) (“Declaration”) dated July 13, 1983 allows for the leasing of properties subject to the conditions of Article VI, Section 20 within the deed restricted community of Orange Tree Estate Homes (Section One) Association, Inc. As stated, the Board of Directors of the Association shall be the sole entity empowered to approve or authorize lease agreements within Association, subject to the conditions in the Association’s Governing Documents and the rules and regulations contained herein. This Leasing Policy restates the CC&R requirements for Owners intending to lease their properties and the conditions that Owners and Tenants must follow. The intent of these guidelines is to protect the integrity of the community and its residents.

**It is the sole responsibility of the property Owner to ensure their leased property maintains an attractive appearance, and that their tenants abide by all the requirements of the Association.** The property Owner is responsible to the Association to follow all the requirements for living in Orange Tree Estate Homes, which includes being familiar with the requirements for living in Orange Tree Estate Homes (Section One), including, but not limited to Article VI, Schedule A to the Declaration of Covenants and Restrictions for Orange Tree Estate Homes (Section One), and the Orange Tree Estate Homes Architectural Guidelines. It is the sole responsibility of the property Owner to communicate the same to their leasing agents and tenants noting that the importance and consequences of failing to follow these requirements as stated may result in the property Owner being subject to fine or legal action as defined by Article VIII, Sections 1, 2, and 3, and Article IX, Sections 2 and 3 of the Declaration. THE PROPERTY OWNER IS SOLELY RESPONSIBLE FOR ALL COMPLIANCE TO THE ASSOCIATION’S REQUIREMENTS.

### **ESTATE HOMES PROPERTIES**

1. **No Lot shall be used except for residential purposes.** No building constructed on a Lot shall be used except for residential purposes. Article VI, Section 2.

### **LEASING APPLICATION PROCEDURE**

The procedure for obtaining the Association’s approval for leasing a property within Association follows:

1. **Request for Leasing Property.** The property Owner is required to submit the following to the Orange Tree Office for review: A current completed and signed copy of the 1) Application for Home Lease Approval, 2) a copy of the signed homeowner lease agreement with the tenant, 3) a signed Orange Tree Estate Homes (Section One) Lease Policies and Procedures document and a signed copy of the 4) Lease Terms and Acknowledgement & Agreement, and finally, 5) a check for \$1,000 from the homeowner, to be held in escrow until 30 days after the tenant has left the property, minus a \$50 administrative fee. Owners are ultimately responsible for any fines resulting from tenants’ violation of Association rules and regulations, as well as any costs by the Association to enforce same. Note that this deposit may be used for repair of damages to Association property, or any outstanding assessments, and any required funds in excess of this amount will be assessed to the owner and noted on the owner’s ledger as an amount due (Article VI, Section 20). Homeowners with violations or association or attorney fees may not be eligible for refund of their escrow balance unless and until all violations / fines / fees are resolved.
2. **Submission of a lease application does not constitute approval.** No tenant is approved for residence in Orange Tree until written approval is provided by the Association. No gate access to the community will be given to the proposed tenant prior to written approval of the application by the Association. The Association will not begin review of the application unless and until all required documentation is submitted by the Owner.
3. **Association Review.** Upon receipt of all completed documents and fees required, the Association will have 21 days to review and process the request and may approve, approve with conditions, or disapprove the lease form prior to its use however, failure of the Association to act within the above 21-day period does not constitute an approval.

4. **Review Decisions.** The Association may approve, disapprove, or approve with conditions any lease application. After written Association approval is provided to the owner, the property Owner shall submit a fully executed copy of the approved lease, which shall include or satisfy any conditions required by the Association, as applicable. No gate access shall be provided to the tenant until the fully executed copy of each of the 5 items noted in item 1. are completed and approved by the Association.
5. **Association Point of Contact.** The Association's Office Manager shall serve as the point of contact for the Association during this leasing application process. The owner shall be responsible for contacting the Association's designated Management Agent to verify that no outstanding HOA fees are due and that there are no outstanding non-compliance issues prior to submitting the application to the Association.
6. **Requirements for Lease Renewals.** Owners must notify the Association 30 days prior to the lease ending date that the lease is being requested for renewal. All lease renewals must follow each of the requirements above in order to grant an approval for tenancy for the subsequent term. A new lease with the signatures of all parties, updated lease dates and all terms must be submitted, on all the forms indicated in item 1. In the case of lease renewals, a new escrow payment is not required. The original deposit will continue to be held by the Association per the instructions and terms related to the required deposit and handling described in item 1.
  - a. Prior to approval of a lease renewal, the owner and tenant must re-submit a new signed Orange Tree Estate Homes (Section One) Lease Policies and Procedures, with the new lease terms and dates, and
  - b. must also re-submit a signed copy of the Lease Terms and Acknowledgement & Agreement, and
  - c. must re-submit the Orange Tree Estate Homes (Section One) Application for Home Lease Approval, and
  - d. must submit a renewed or new lease agreement copy between the owner and tenant that recognizes and does not contradict the Declaration, (any Association Covenants, Conditions and Restrictions or other, CC&Rs) Association guidelines.

## REVIEW PROCESS

There are specific requirements, conditions and restrictions on leasing and the leases used within the Association community, and any lease submitted for review by Association shall be denied if the lease or proposed lease fails to meet the requirements, conditions and restrictions set forth in the Declaration and this Policy. The following requirements, conditions and restrictions are imposed on the lease and the lease of property within Association and are stated in Article VI, Section 20 of the Declaration of Covenants and Restrictions for Orange Tree Estate Homes (Section One):

1. **Written leases.** All leases must be in writing and on forms approved by the Association. If the lease is a homeowner created document, the terms of the lease cannot include allowance for conditions prohibited by the Orange Tree Master Maintenance Association, Inc. and Orange Tree Estate Homes (Section One) Association, Inc.
2. **Single Family Tenancy.** All leases are for single family tenancy only; multiple families or groups of unapproved, unrelated persons are not eligible for leasing within Orange Tree Estate Homes (Section One).
3. **Term.** The lease term shall not be for a term less than twelve (12) months.
4. **No subletting, no home sharing.** The lease shall only be for the entire Lot and associated garage, and no room rentals, sub-leasing or home sharing shall be permitted.
5. **Gate Access.** GATE ACCESS WILL BE PROVIDED TO ONLY THOSE PERSONS INDICATED AS TENANTS IN THE APPLICATION FOR HOME LEASE APPROVAL and Owners Lease. No additional gate cards or vehicle gate access stickers will be provided to any persons not indicated on the signed Application for Home Lease Approval and Owners Lease. Each vehicle residing at the leased property MUST be on file with the Association. Per Orange Tree Gate Policies and Procedures, approved by the Orange Tree Master Maintenance Association March 15, 2005, Item 13, a first-time replacement of a vehicle barcode requires a \$10.00 per vehicle deposit, or a \$20.00 deposit for a proxy card replacement. Replacement of a proxy card requires a \$20.00 deposit. Subsequent vehicle barcode or proxy card replacements are assessed an additional \$50.00 fee. Owners shall not share proxy cards with tenants; each tenant must obtain an individual proxy card and or vehicle sticker.
6. **Tenant Obligations.** The lease shall provide that the tenant be bound by and subject to all of the obligations of the Owner under the Declaration, and any other of the Association's governing documents including Association's rules and

regulations. Failure to follow the HOA Covenants and Architectural Guidelines may result in violations against the homeowners' property, fines, and / or legal action or a combination of these.

7. **Assessments.** The Association shall have the right to collect assessments and other charges of delinquent Owners and Owner's Tenants as provided by Section 720.3085 Florida Statutes.
8. **The Association shall deny any and all proposed lease applications or lease renewals while the Owner is in non-compliance or if Owner owes any monetary obligation to the Association.** The Association shall deny any application that on its face indicates the lease or leasing agreement demonstrates the use of the property will be in a manner inconsistent with the Association's Declaration or any other of the Association's governing documents including Association's rules and regulations.

## **ENFORCEMENT OF CONDITIONS**

**Article VIII, Section 2, Enforcement.** Failure of an Owner to comply with such restrictions, covenants or rules and regulations shall be grounds for immediate action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. The Association shall have the right to suspend voting rights and use of Common Areas (except for legal access) of defaulting Owners. The offending Lot Owner shall be responsible for all costs of enforcement including attorneys' fees actually incurred and court costs.

**Article VIII, Section 3, Fines.** In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner, his family, guests, invitees or employees, to comply with any covenant, restriction, rule or regulation.

**Association as Assignee.** The Association is granted the irrevocable right to act as the Owner's assignee in interest and may, but have no obligation to, initiate direct eviction proceeding under Chapter 83 Florida Statutes and as stated in Article VI, Section 20 of the Declaration of Covenants and Restrictions for Orange Tree Estate Homes (Section One).

**Owner Cost Obligation.** The Association shall have the right to assess and charge the Owner for any and all legal and costs related to such enforcement of a Section 36 violation and such fees and costs shall be applied to the Owner's ledger as an individual assessment and collectable in the same manner as unpaid assessments.

**Section 720.305, F.S. (Homeowners Association Act)** Obligations of members; remedies at law or in equity; levy of fines and suspension of use rights.—

(1) Each member and the member's tenants, guests, and invitees, and each association, are governed by, and must comply with, this chapter, the governing documents of the community, and the rules of the Association. Actions at law or in equity, or both, to redress alleged failure or refusal to comply with these provisions may be brought by the association or by any member against:

- (a) The association;
- (b) A member;
- (c) Any director or officer of an association who willfully and knowingly fails to comply with these provisions; and
- (d) Any tenants, guests, or invitees occupying a parcel or using the common areas.

The prevailing party in any such litigation is entitled to recover reasonable attorney fees and costs as provided in paragraph (2)(e). A member prevailing in an action between the association and the member under this section, in addition to recovering his or her reasonable attorney fees, may recover additional amounts as determined by the court to be necessary to reimburse the member for his or her share of assessments levied by the association to fund its expenses of the litigation.

(2) An association may levy reasonable fines for violations of the declaration, association bylaws, or reasonable rules of the association. A fine may not exceed \$100 per violation against any member or any member's tenant, guest, or invitee for the failure of the owner of the parcel or its occupant, licensee, or invitee to comply with any provision of the declaration, the association bylaws, or reasonable rules of the association unless otherwise provided in the governing documents. A fine may be levied by the board for each day of a continuing violation, with a single notice and opportunity for hearing, except that the fine may not exceed \$1,000 in the aggregate unless otherwise provided in the governing documents. A fine of less than \$1,000 may not become a lien against a parcel. In any action to recover a fine, the prevailing party is entitled to reasonable attorney fees and costs from the nonprevailing party as determined by the court.

(e) If the proposed fine or suspension levied by the board is approved by the committee by a majority vote, the fine payment is due 5 days after notice of the approved fine required under paragraph (d) is provided to the parcel owner and, if applicable, to any occupant, licensee, or

invitee of the parcel owner. The association must provide written notice of such fine or suspension by mail or hand delivery to the parcel owner and, if applicable, to any occupant, licensee, or invitee of the parcel owner.

**The Owner and Tenant(s) have read the above summary of the Orange Tree Estate Homes (Section One) Lease Policies and Procedures outlined above, and by signing, below attest to and recognize that ALL Orange Tree Master Maintenance, Inc and Orange Tree Estate Homes (Section One) Declarations and Guidelines must be adhered to, and agree to be bound to all thereby:**

_____ Owner(s) Signature		_____ Date	_____ Property Address (This CAN NOT be leased property address)		
_____ Start Date of Lease	_____ End Date of Lease	_____ Orange Tree Leased Property Address			
_____ Tenant 1 Signature		_____ Date	_____ Tenant 2 Signature		_____ Date
_____ Tenant 3 Signature		_____ Date	_____ Tenant 4 Signature		_____ Date
_____ Tenant 5 Signature		_____ Date			
_____ HOA Representative for acknowledgement of receipt			_____ Date	_____ HOA Role	

# *Orange Tree Estate Homes (Section One)*

## LEASE TERMS ACKNOWLEDGEMENT & AGREEMENT

Adopted by the *Orange Tree Estate Homes (Section One) Association Board of Directors on November 8, 2023*

Having provided the Owner and Tenant the information on the Orange Tree Estate Homes (Section One) Lease Policies and Procedures, and having both the Owner and Tenant sign and acknowledge the same, both Owner and Tenant acknowledge and agree that:

- **Responsibility to abide by CC&Rs.** They have carefully read all the Covenants and Restrictions for the Estate Home and the Master Maintenance Association, are aware of their responsibilities under said documents and agree to be bound thereby; and
- **Escrow.** The \$1,000.00 escrow described in Article VI, Section 20 of the Declaration of Covenants and Restrictions for Orange Tree Estate Homes (Section One) and deposited with the Association may be used by the Association for any repairs or fines assessed by the Association against the above Owner's property for failure of the Tenant, or Owner, to abide by the rules and regulations of the Association. Failure of the Owner or Tenant to abide by said rules could, at the Association's discretion, result in eviction of, or other actions taken against, the Tenant; and
- **Charges Against Escrow.** Any charges by the Association against the above escrow shall be replenished by the Owner within ninety (90) days of said request by the Association to do so; and
- **Association Limited Power of Attorney.** In connection therewith, the Owner hereby grants the Association a LIMITED POWER OF ATTORNEY to act on the behalf of the Owner if, upon written initial notice of a violation of the governing documents delivered by the Association to the Tenant and Owner, the Tenant thereafter again violates one or more of the same provisions cited in the initial notice; under such circumstance, upon a second written notice delivered by the Association to the Owner, the Owner thereafter shall be deemed to permit the Association to act as the Owner's attorney-in-fact in seeking eviction of the tenant or other remedy which would be available to the Owner, in addition to those remedies available to the Association in its own right; and
- **Escrow Forfeiture Conditions.** When the Association shall determine in its sole discretion that Owner and Tenant have not complied in good faith with the one (1) year minimum lease term provision as described in Article VI, Section 20 of the Declaration of Covenants and Restrictions for Orange Tree Estate Homes (Section One), or otherwise have not met the terms of the Application for Home Lease, Lease Policies and Procedures or Lease Terms Acknowledgement Agreement, the Owner and Tenant agree that the entire \$1,000.00 escrow shall be automatically forfeited to the Association; and
- **Background Checks.** If so required by the Association, the Owner shall provide a credit report, criminal background report, and/or judgment search, on each Tenant. The homeowner is responsible for any cost associated with check of all tenants to reside at property.

**The Owner and Tenant(s) have read the above summary of the Orange Tree Estate Homes (Section One) Lease Terms Acknowledgement and Agreement outlined above, and agree to be bound thereby:**

\_\_\_\_\_  
Owner(s) Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Property Address  
(CAN NOT be leased property address)

\_\_\_\_\_  
Start Date of Lease      End Date of Lease

\_\_\_\_\_  
Orange Tree Leased Property Address

\_\_\_\_\_  
Tenant 1 Signature      Date

\_\_\_\_\_  
Tenant 2 Signature      Date

\_\_\_\_\_  
Tenant 3 Signature      Date

\_\_\_\_\_  
Tenant 4 Signature      Date

\_\_\_\_\_  
Tenant 5 Signature      Date

\_\_\_\_\_  
HOA Approval Signature      Date      HOA Role

# Orange Tree Estate Homes (Section One)

## APPLICATION FOR HOME LEASE APPROVAL

FOR THE ORANGE TREE ESTATE HOMES (Section One) ASSOCIATION (the Association")

Adopted by the Orange Tree Estate Homes (Section One) Association Board of Directors on November 8, 2023

Article VI, Section 20 of the Declaration of Covenants and Restrictions for Orange Tree Estate Homes (Section One) states, in part:

SECTION 20. **LEASES.** No portion of a Lot and Unit (other than an entire Lot and Unit) may be rented. **All leases shall be on forms approved by the Association and** shall provide that the Association shall have the right to terminate the lease in the name of and as agent for the lessor upon default by tenant in observing any of the provisions of this Declaration, the Articles of Incorporation and By-Laws of the Association, applicable rules and regulations, the Master Covenants or other applicable provisions of any agreement, document or instrument governing The Properties or administered by the Association or the Master Association. Leasing of Lots and Units **shall also be subject to the prior written approval of the Association**, which approval shall not be unreasonably withheld. **No lease shall be approved for a term less than one (1) year.** Owners wishing to lease their Lots and Units shall be required to place in **escrow with the Association the sum of \$1,000.00** which may be used by the Association to repair any damage to the Common Areas or other portions of the Development resulting from acts or omissions of tenants (as determined in the sole discretion of the Association). The **Owner will be jointly and severally liable** with the tenant to the Association for any amount in excess of such sum which is required by the Association to effect such repairs or to pay any claim for injury or damage to property caused by the negligence of the tenant. Any balance remaining in the escrow account, less an administrative charge not to exceed \$50.00, shall be returned to the Owner within ninety (30) days after the tenant and all subsequent tenants permanently move out, provided there are no outstanding fines, fees or non-compliant issues with the property.

In order to comply with the above Association restrictions, the Owner and prospective Tenant hereby provide the following information and execute this acknowledgement in addition to the Lease Policies and Procedures and Lease Terms Acknowledgement and Agreement as preconditions for the Association's consideration of the proposed lease:

_____		_____	
Owner(s) Signature	Date	Property Address (CAN NOT be leased property address)	
_____		_____	
Start Date of Lease	End Date of Lease	Orange Tree Leased Property Address	
_____		_____	
Tenant 1 Signature	Date	Tenant 2 Signature	Date
_____		_____	
Tenant 3 Signature	Date	Tenant 4 Signature	Date
_____		_____	
Tenant 5 Signature	Date		
_____			



**ESTATE BOARD ACTION ON LEASE APPLICATION**

APPROVED     APPROVED w/ CONDITIONS     DENIED     INCOMPLETE

Orange Tree Leased Property Address \_\_\_\_\_

Date: \_\_\_\_\_    **By:** \_\_\_\_\_    **By:** \_\_\_\_\_

Conditions of Approval: \_\_\_\_\_

Reason for Denial: .....

*Orange Tree Estate Homes (Section One)*  
**ESCROW RECEIPT ACKNOWLEDGEMENT**

**Orange Tree Estate Homes (Section One) Escrow Receipt Acknowledgement**

Date: \_\_\_\_\_ Escrow Amount Received: \_\_\_\_\_

Check Number: \_\_\_\_\_ Financial Institution: \_\_\_\_\_

Lease Term Start Date: \_\_\_\_\_ Lease Term End Date: \_\_\_\_\_

Term Renewal Start Date: \_\_\_\_\_ Lease Term Renewal End Date: \_\_\_\_\_

Orange Tree Leased Property Address: \_\_\_\_\_